

**PRODUCTION SHARING AGREEMENT
LOTTIE BARTON JOHNSON LEASE**

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF TARRANT §

The undersigned Interest Owners and Devon Energy Production Company, L.P. ("Devon") enter into this Production Sharing Agreement ("Agreement") on the terms set forth herein.

WHEREAS, each of the undersigned Interest Owners owns an interest in that certain Lease dated August 12, 1985, between Lottie Barton Johnson, Lessor, and Mitchell Energy Corporation, Lessee, said lease being recorded in Volume 8306, Page 1547, of the Official Records, Tarrant County, Texas; said lease, as same covers the 1725.41 acres of land presently covered in the MEP & P RR Co. Survey, A-1129, William Bramlett & HR Ryan Survey, A-227, MEP & P RR Co. Survey, A-1132, W. G. Finley Survey, A-1902, C. P. O'Brient Survey, A-1195, and J. H. Van Eaton Survey, A-1919, Tarrant County, Texas, being hereinafter referred to as the "Lease".

WHEREAS, Devon is the owner and holder of said Lease as successor in interest to Mitchell Energy Corporation.

WHEREAS, Interest Owners and Devon acknowledge that certain tracts within said Lease have differing ownership (hereinafter referred to as "Tract" or "Tracts"), and that it is likely that one or more horizontal well will traverse lands within and outside of a Tract or Tracts (a "Sharing Well"),

WHEREAS, in order to increase the ultimate recovery of natural gas from the Lease and to protect the correlative rights of all Interest Owners and to ensure that each will receive its fair share of the natural gas production in and under each Tract, a basis for sharing in production proceeds from a Sharing Well should be established.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT each of the undersigned, in order to accomplish the aforesaid objectives and in consideration of the premises contained herein, do hereby agree to the following:

- (1) Each Interest Owner shall share in each Sharing Well on the basis of such Interest Owner's royalty ownership in the Tract or Tracts underlying the wellbore multiplied by an Allocation Factor; such Allocation Factor being defined as a fraction, the numerator of which is equal to the length of that portion of the Lateral Line Equivalent that lies under that portion of the

Lease under which such Interest Owner owns, and the denominator being the total length of the Lateral Line Equivalent. For purposes of this Agreement, the Lateral Line Equivalent is defined as a line that begins at the surface location of a well, runs laterally towards the Terminus of the well, and ends at a point directly above the Terminus of such well; and the Terminus is defined as the farthest point in the wellbore from the surface location.

- (2) As to each Sharing Well drilled, this Agreement shall be deemed to constitute complete protection of each Interest Owner's correlative rights. Each of the undersigned further agrees that this Agreement affects only production from each Sharing Well drilled hereunder and in no way affects ownership under any other wells drilled or to be drilled.
- (3) The provisions of the lease, division orders and transfer orders covering or affecting the Lease are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise.
- (4) This Agreement shall become effective only if sufficient Interest Owner participation is received (such determination to be made solely by Devon) and if Devon files same of record in Tarrant County, Texas. Once effective, this Agreement shall remain in full force and effect for so long as the Lease remains in effect.

In addition to the foregoing, each owner of the leasing rights in and under the lands included within the Lease, together with any non-participating owner of a mineral or royalty interest under same, does hereby RATIFY, ADOPT and CONFIRM said Lease, and does hereby GRANT, LEASE and LET unto Devon, all of such owner's interest in and to the Lease.

It is understood and agreed that the Interest Owners herein do not by the execution hereof intend to communitize the interest which they now own, or may own, in portions of the land within the Lease with the interests of other parties owning interests in any portion of the land within the Lease or in any other land covered by this Lease.


This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of an original instrument. Failure of any party hereto to execute such counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. Such executed counterparts may be consolidated into a single instrument by combining the signature pages and acknowledgments

thereto and the executing parties hereto acknowledge and agree that such instrument shall be treated and given effect for all purposes as a single instrument.

EXECUTED on this the 30 day of April, 2008, but effective as provided for in item 5 hereinabove.

INTEREST OWNERS

Devon Energy Production Company, L.P.

By: 
Bradley A. Foster, Vice President Bob


Burlington Northern and Santa Fe
Railway Company


By: _____
Title: _____

Nortex Minerals, L.P.

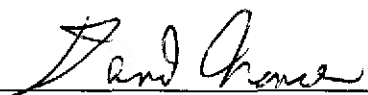
By: _____
Title: _____

Hall-Nance Ranches, Ltd.


By: DAVID NANCE
Title: GENERAL PARTNER


Lewis E. Nance


Allegra Nance


David Nance

thereto and the executing parties hereto acknowledge and agree that such instrument shall be treated and given effect for all purposes as a single instrument.

EXECUTED on this the 30 day of April, 2008, but effective as provided for in item 5 hereinabove.

INTEREST OWNERS

Devon Energy Production Company, L.P.

By: _____
Bradley A. Foster, Vice President

**Burlington Northern and Santa Fe
Railway Company**

By: _____

Title: _____

Nortex Minerals, L.P. *NR*
By: *NORTEX GP, LLC*
its general partner
By: *J. Y. Robb*
By: *J. Y. Robb II*
Title: *MANAGER*

Hall-Nance Ranches, Ltd.

By: _____

Title: _____

Lewis E. Nance

Allegra Nance

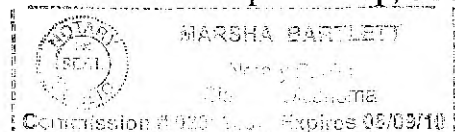
David Nance

Barbara Nance

NOTARY ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on April 28, 2008, by **Bradley A. Foster**, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Marsha Bartlett
Notary Public, State of Oklahoma

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by _____, as _____ for the **Burlington Northern and Santa Fe Railway Company**, as successor to Atchison, Topeka and Santa Fe Railway Company.

Notary Public

STATE OF Texas §
COUNTY OF Collin §

This instrument was acknowledged before me on January 2, 2008, by J.Y. Robb et, as MANAGER OR G.P. for the **Nortex Minerals, L.P.**



Angela Suzanne Waller
Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by _____, as _____ for the **Hall-Nance Ranches, Ltd.**

Notary Public

Barbara Nance
Barbara Nance

NOTARY ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on _____, 20____, by **Bradley A. Foster**, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

Notary Public, State of Oklahoma

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by _____, as _____ for the **Burlington Northern and Santa Fe Railway Company**, as successor to Atchison, Topeka and Santa Fe Railway Company.

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

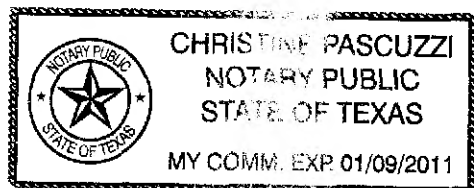
This instrument was acknowledged before me on _____, 20____, by _____, as _____ for the **Nortex Minerals, L.P.**

Notary Public

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

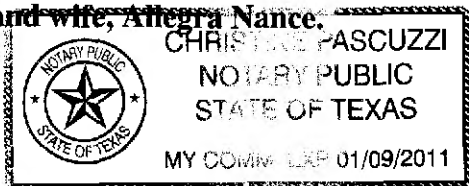
This instrument was acknowledged before me on Jan. 9, 2008, by DAVID NANCE, as GENERAL PARTNER for the **Hall-Nance Ranches, Ltd.**

Christine Pascuzzi
Notary Public



STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on Jan. 9, 2008, by ALLEGRA NANCE, as EXECUTRIX, SELF for the **Lewis E. Nance, and wife, Allegra Nance.**



Christine Pascuzzi
Notary Public

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on Jan. 9, 2008, by DAVID NANCE & BARBARA NANCE, as self for the **David Nance, and wife, Barbara Nance.**



Christine Pascuzzi
Notary Public



DEVON ENERGY PRODUCTION CO LP
PO BOX 450

DECATUR TX 76234

Submitter: DEVON ENERGY PRODUCTION CO

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/08/2008 09:56 AM
Instrument #: D208169835
LSE 8 PGS \$40.00

By: _____



D208169835

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV